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**FILED**  
DISTRICT COURT OF GUAM  
FEB 28 2007  
MARY L.M. MORAN  
CLERK OF COURT

7  
8 **IN THE UNITED STATES DISTRICT COURT**  
9 **FOR THE DISTRICT OF GUAM**

10  
11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 vs.

14  
15 LINDA G. AGUERO,

16 Defendant.

17  
18 CRIMINAL CASE NO. 07-000494  
~~06-00004~~

19 **PLEA AGREEMENT**

20 Pursuant to Rule 11(c)(1)(B), the United States and the defendant, LINDA G. AGUERO,  
21 enter into the following plea agreement:

22 1. The defendant agrees to enter a guilty plea to Count IV and V of an Indictment  
23 charging her with Dealing in Firearms, in violation of Title 18, United States Code, Sections  
24 922(a)(1)(A) and Section 2, and Dealing in Explosive Materials Without a License, in violation  
25 of 18 United States Code, Section 842(h) and 18, United States Code, Section 2. The  
26 Government will move to dismiss Counts VIII, IX and X at time of sentencing.

27 2. The defendant, LINDA G. AGUERO, further agrees to fully and truthfully cooperate  
28 with Federal law enforcement agents concerning their investigation of the possession, receipt,  
and distribution of firearms or ammunition, and related unlawful activities, including the

1 disposition of profits from and assets relating to such activities. She agrees to testify fully and  
2 truthfully before any grand juries and at any trials or proceedings against any co-conspirators if  
3 called upon to do so for the United States, subject to prosecution for perjury for not testifying  
4 truthfully. The United States will make this cooperation known to the Court prior to the  
5 defendant's sentencing. The defendant further understands that she remains liable and subject to  
6 prosecution for any non-violent Federal or Territorial offenses that she does not fully advise the  
7 United States, or for any material omissions in this regard. In return for this cooperation, the  
8 United States agrees not to prosecute defendant in the District of Guam or the Commonwealth of  
9 the Northern Mariana Islands for any other non-violent Federal offenses which she reveals to  
10 Federal authorities.

11 3. The defendant, LINDA G. AGUERO, understands and agrees that any and all assets or  
12 portions thereof acquired or obtained by her as a direct or indirect result of illegal receipt,  
13 possession, transportation, or trafficking in firearms, ammunition or explosives, or used to  
14 facilitate such illegal activity shall be surrendered to the United States or any lawful agency as  
15 may be directed by the Court. The assets to be surrendered include, but are not limited to, cash,  
16 stocks, bonds, certificates of deposit, personal property and real property.

17 4. The defendant, LINDA G. AGUERO, further agrees to submit to a polygraph  
18 examination by any qualified Federal polygraph examiner if called upon to do so by the  
19 government. The defendant understands that such polygraph examinations may include, but will  
20 not be limited to, her knowledge of or involvement in unlawful firearm and related activities, her  
21 knowledge of others' involvement in such activities, and the identification of any and all assets  
22 and conveyances acquired in whole or in part by the defendant or others through unlawful  
23 firearm or explosive activities or the use of such assets or conveyances to further such unlawful  
24 activities. Defendant understands that the government will rely on the polygraph in assessing  
25 whether she has been fully truthful.

26 5. The defendant, LINDA G. AGUERO, understands that the maximum sentence for  
27 Dealing in Firearms is five years imprisonment pursuant to 18 U.S.C. 924(a)(1), and the  
28

1 maximum sentence for Explosive Materials is ten years imprisonment pursuant to 844(a)(1), and  
2 a \$250,000 fine. Any sentence imposed shall include a term of supervised release of at least 3  
3 years in addition to such terms of imprisonment, as well as such restitution as the court may  
4 order and a \$200.00 special assessment fee. Defendant understands that if she violates a  
5 condition of supervised release at any time prior to the expiration of such term, the court may  
6 revoke the term of supervised release, thereby resulting in the additional incarceration of  
7 defendant for not more than two (2) years.

8 The total special assessment fee of \$200.00 must be paid immediately upon sentencing.  
9 The government will recommend a fine within the Sentencing Guidelines range. If defendant is  
10 financially unable to immediately pay the fine in full, defendant agrees to make a full disclosure  
11 of her financial status to the United States Attorney's Office by completing a Financial Disclosure  
12 Form (OBD-500) for purpose of fixing a monthly payment schedule. Defendant understands  
13 that, by law, interest accrues on any remaining balance of the debt. If defendant cooperates as set  
14 forth in Paragraphs 2, 3, and 4, the government will recommend that defendant receive the  
15 minimum term of incarceration legally available under the applicable statutes and Sentencing  
16 Guidelines. If defendant does not fully cooperate as set forth in Paragraphs 2, 3, and 4, the  
17 government will recommend a sentence of incarceration within the applicable statutes and  
18 Guidelines range it may deem appropriate.

19 6. If defendant provides full, truthful, and substantial assistance to investigating  
20 federal agencies, the government will move the Court, as provided by Section 5K1.1, United  
21 States Sentencing Guidelines, hereinafter USSG, and 18 U.S.C. Section 3553(e), for a downward  
22 departure from the Guidelines and the statutory minimum sentence. Defendant understands the  
23 following:

24 (a) At or before the time of sentencing, the United States will advise the Court of  
25 any assistance provided by defendant in the prosecution of another person who  
26 has committed a criminal offense. It is understood and agreed that a motion for departure  
27 shall not be made, under any circumstances, unless defendant's cooperation is  
28 "substantial." The United States has made no promise, implied or otherwise, that  
defendant will be granted a "departure" for "substantial assistance." Further, no promise  
has been made that a motion will be made for departure even if defendant complies with  
the terms of this agreement in all respects, but has been unable to provide "substantial  
assistance."

1 (b) The United States agrees to consider the totality of the circumstances,  
2 including but not limited to the following factors, in determining whether, in the  
3 assessment of the U.S. Attorney, defendant has provided "substantial assistance"  
4 which would merit a government request for a downward departure from the  
5 applicable guideline sentencing range:

6 (1) the United States' evaluation of the significance and usefulness  
7 of any assistance rendered by defendant;

8 (2) the truthfulness, completeness, and reliability of any  
9 information or testimony provided by defendant;

10 (3) the nature and extent of defendant's assistance;

11 (4) any injuries suffered or any danger or risk of injury to defendant  
12 or defendant's family resulting from any assistance provided by  
13 defendant; and,

14 (5) the timeliness of any assistance provided by defendant.

15 © It is understood that even if a motion for departure is made by the United  
16 States, based upon defendant's perceived "substantial assistance," the final  
17 decision as to how much, if any, reduction in sentence is warranted because of  
18 that assistance, rests solely with the District Court.

19 7. The defendant understands that to establish a violation of Dealing in Firearms, the  
20 government must prove each of the following elements beyond a reasonable doubt:

21 First: the defendant was wilfully engaged in the business of dealing in firearms,  
22 specifically a Norinco Rifle, Model SKS, 7.62 x 39 caliber, serial number  
23 210031520, within the dates specified in the indictment;

24 Second: the defendant did not have a license as a firearms dealer.

25 The defendant understands that to establish a violation of Dealing in Explosive Materials  
26 Without a License, the government must prove each of the following elements beyond a  
27 reasonable doubt:

28 First: the defendant was dealing in explosive materials, specifically commercial  
blasting/detonating caps and pest control devices; and

Second: the defendant did not have a license, permitting her to act as a dealer in  
explosive materials.

8. The defendant understands that the United States Probation Office will calculate

1 a "sentencing range" within the United States Sentencing Guidelines. The defendant understands  
2 the Sentencing Guidelines are advisory, but will be used by the District Court in fashioning the  
3 sentence. The defendant also understands that the facts she stipulates to herein will be used by  
4 probation, pursuant to § 1B1.2 of the Sentencing Guidelines, in calculating the advisory  
5 guidelines level:

6 a. The defendant was born in 1967 and is a citizen of the United States.

7 b. If the defendant cooperates with the United States by providing information  
8 concerning the unlawful activities of others, the government agrees that any self-incriminating  
9 information so provided will not be used against defendant in assessing her punishment, and  
10 therefore, pursuant to § 1B1.8 of the sentencing guidelines, such information should not be used  
11 in determining the applicable guidelines range.

12 c. On April 14, 2005, in the District of Guam, the defendant LINDA G. AGUERO  
13 engaged in the business of dealing in firearms without a license to do so. LINDA G. AGUERO  
14 wilfully sold a firearm, specifically a Nornico Rifle, Model SKS, 7.62 x 39 caliber, Serial  
15 number 210031520, to another person and received U.S. Currency in exchange. At the time  
16 LINDA G. AGUERO sold the Nornico SKS rifle, she did not have a license to do so.

17 Between February 25, 2005 and April 14, 2005, in the District of Guam, the defendant  
18 LINDA G. AGUERO dealt in explosive materials, specifically five Pest Control  
19 Devices/California Seals and three commercial blasting/detonating caps. Defendant LINDA G.  
20 AGUERO sold the commercial blasting/detonating caps and Pest Control Devices to another  
21 person. The commercial blasting/detonating caps and the Pest Control Devices/California Seals  
22 are regulated explosive devices. At the time LINDA G. AGUERO sold the explosive, she did  
23 not have a license to do so.

24 d. The defendant understands that notwithstanding any agreement of the parties, the  
25 United States Probation Office will make an independent application of the Sentencing  
26  
27  
28

1 Guidelines. The defendant acknowledges that should there be discrepancies in the final  
2 sentencing guidelines range projected by her counsel or any other person, such discrepancy is not  
3 a basis to withdraw her guilty plea.

4 9. The defendant understands that this plea agreement depends on the fullness and  
5 truthfulness of her cooperation. Therefore, defendant understands and agrees that if she should  
6 fail to fulfill completely each and every one of her obligations under this plea agreement, or make  
7 material omissions or intentional misstatements or engage in criminal conduct after the entry of  
8 her plea agreement and before sentencing, the government will be free from its obligations under  
9 the plea agreement; thus defendant, in addition to standing guilty of the matters to which she has  
10 pled pursuant to this agreement, shall also be fully subject to criminal prosecution for other  
11 crimes. In any such prosecution, the prosecuting authorities, whether Federal, State, or Local,  
12 shall be free to use against her, without limitation, any and all information, in whatever form, that  
13 she has provided pursuant to this plea agreement or otherwise.

14 10. The defendant understands that her sentencing may be continued, at the discretion of  
15 the United States, until after the indictment and trial of any associates involved. This will also  
16 enable the Court to see the full degree of the defendant's cooperation. The defendant therefore  
17 waives any right she may have to any speedy sentencing and hereby agrees to any continuance of  
18 her sentencing date as it may become necessary.

19 11. In exchange for the government's concessions in this plea agreement, the defendant  
20 waives any right to appeal or to collaterally attack this conviction but reserves the right to appeal  
21 the sentence actually imposed in this case. The defendant understands and agrees that the  
22 government has bargained for a criminal conviction arising from her criminal conduct. If at any  
23 time defendant's guilty plea or conviction is rejected, withdrawn, vacated or reversed, for  
24 whatever reason, or is rendered invalid for any reason, or if any change of law renders the conduct  
25 for which she was convicted to be non-criminal, defendant agrees that she will enter a guilty plea  
26 to another charge encompassing the same or similar conduct. In such event, defendant waives any  
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1 objections, motions or defenses based upon the Statute of Limitations, Speedy Trial Act, or  
2 constitutional restrictions as to the time of bringing such charges.

3 12. The defendant acknowledges that she has been advised of her rights as set forth below  
4 prior to entering into this plea agreement. Specifically, defendant has been fully advised of, has  
5 had sufficient opportunity to reflect upon, and understands the following:

6 a. The nature and elements of the charge and the mandatory minimum penalty provided  
7 by law, if any, and the maximum possible penalty provided by law;

8 b. Her right to be represented by an attorney;

9 c. Her right to plead not guilty and the right to be tried by a jury and at that trial, the  
10 right to be represented by counsel, the right to confront and cross-examine witnesses  
11 against her, and the right not to be compelled to incriminate herself, that is, the right not to testify;

12 d. That if she pleads guilty, there will not be a further trial of any kind on the charges to  
13 which such plea is entered so that by entering into this plea agreement, she waives, that is, gives  
14 up, the right to a trial;

15 e. Because this plea is entered pursuant to Federal Rule of Criminal Procedure  
16 11(c)(1)(B), the defendant understands that she may not withdraw her guilty plea even if the court  
17 does not accept the sentencing recommendation of the government or her counsel;

18 f. That, upon entry of a plea of guilty, or thereafter, the Court may ask her questions  
19 about the offenses to which she has pled, under oath, and that if she answers these questions  
20 under oath, on the record, her answers may later be used against her in prosecution for perjury or  
21 false statement if an answer is untrue;

22 g. That she agrees that the plea agreement is voluntary and not a result of any force,  
23 threats or promises apart from this plea agreement;

24 h. That she has read the plea agreement and understands it.

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26 //

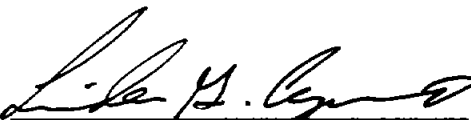
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I. The defendant is satisfied with the representation of her lawyer and feels that her lawyer has done everything possible for her defense.

DATED:

2/27/07



LINDA G. AGUERO  
Defendant

DATED:

2/27/07



JOAQUIN C. ARRIOLA, JR.  
Attorney for Defendant

LEONARDO M. RAPADAS  
United States Attorney  
Districts of Guam and CNMI

DATED:

2/27/07


By:



ROSETTA L. SAN NICOLAS  
Assistant U.S. Attorney

DATED:

2/13/07



JEFFREY J. STRAND  
First Assistant U.S. Attorney